



CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT #16

2101 E. RIVER ROAD, TUCSON, AZ 85718
(520) 209-7500 (520) 209-7570 FAX WWW.CFSD16.ORG

CATALINA FOOTHILLS HIGH SCHOOL WEATHERIZATION PROJECT

Material and/or Service: **IFB #18-09-19**

BID ISSUE DATE: March 29, 2018

BID DUE DATE: APRIL 19, 2018 Time: **2:00 P.M. local time**

Opening Location: **Catalina Foothills Unified School District Office
2101 E. River Road
Tucson, AZ 85718**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, bids for the material or services specified will be received by the Catalina Foothills School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the amounts from vendors submitting bids shall be publicly read. All other information contained in the Bid shall remain confidential until award is made. **If you need directions to our office**, please call 520-209-7500.

Bids shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Bids shall not be considered.

Bids must be submitted in a sealed envelope with the solicitation number and Bidder's name and address clearly indicated on the envelope. All Bids must be written legibly in ink or typewritten. Additional instructions for preparing a Bid are provided herein.

Pre-Bid Meeting: Thursday, APRIL 12, 2018 at 2:00 P.M. AT CATALINA FOOTHILLS HIGH SCHOOL MEETING AT THE HIGH SCHOOL ADMINISTRATIVE OFFICE

Full Bid documents may be reviewed **online** at Catalina Foothills District website: www.cfsd16.org. to access as follows: Select: Administrative Services; then Financial Services, then click on appropriate bid number or www.azpurchasing.org.

It shall be mandatory on the contractor to whom the Contract is awarded, and upon any Subcontractor under him, to comply in every respect with the applicable provisions of the Arizona Revised Statutes and with all other requirements of the laws of Arizona applicable to contracts for the construction of public works for school districts.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID DOCUMENT.

Questions regarding this Invitation for Bid should be in writing and directed to: Sharri Smith, Procurement Specialist at ssmith@cfsd16.org

Authorization: _____
Signature on File
Angelie Hawley, Director of Finance Date

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at “<http://www.azleg.state.az.us/ars/ars/htm>”

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at “http://www.sosaz.com/public_services/Title_07/7-02.htm”

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at “<http://ftp.fedworld.gov/pub/irs-pdf/fw9.pdf>”

DEFINITIONS OF TERMS

Listed below are definitions of words used in the Uniform Instructions to Offerors and the Uniform Terms and Conditions.

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Director of Finance that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Director of Finance – Angelie Hawley”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District”** means the School District that executes the Contract.

UNIFORM INSTRUCTIONS TO BIDDERS

A. Directions for Submitting Bids A bidder shall submit an offer on a signed original hard copy of the forms provided in this solicitation. If this document is not properly signed, the bid may be considered non-responsive. Telephoned, telegraphed, emailed, or faxed bids are not acceptable.

In the event that no bid is to be submitted, please advise the Catalina Foothills Unified School District, Procurement Department, whether or not further invitations for like items covered by this solicitation are desired. A "No Response" will be considered a response.

An offer shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation will be legible and contain the same information requested on the form.

The submission of a bid shall indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the required personnel, equipment and services.

No alterations, erasures or additions are to be made unless initialed in ink. Bids must be legible, typewritten if possible. Illegible or vague bids may be rejected.

Failure to examine any specifications and/or instructions will be at bidder's risk.

In case of error in the extension of prices in the bid, unit price shall govern.

The District reserves the right to return any equipment/products/supplies which do not meet the specifications indicated in the Invitation for Bid at the bidder's expense. The bidder guarantees that equipment and/or supplies are standard, new and regular stock.

B. List of Subcontractors and Material Vendors For use by the District to determine competency and capability of those working on project and quality and workmanship of those who will supply material to project. Each bidder is required to submit with his bid a list naming the Subcontractors who will be used in performing the work. The list shall include any Subcontractor that might be used in the event any or all of the various alternates are chosen by the District. The circumstances under which each Subcontractor will be used must be specifically set forth by identifying alternates for which a particular Subcontractor would be used.

ONE, and only one, Subcontractor shall be submitted for each portion of the Work for the Bid. The listing of more than one Subcontractor for any separate portion of the work shall be considered grounds for rejection of the bid by the District at the District's sole discretion.

The list shall be filled out and enclosed in a separate, opaque, sealed envelope bearing the title "List of Subcontractors" and name of the bidder, the envelope then inserted in the general bid envelope with the other forms. The list submitted by the successful bidder will be privately opened and will be retained by the District for record as a part of the Proposal. The lists of other bidders will be returned unopened.

No Subcontractor not named in such list and approved by the District may be employed on the District's Project without express written permission of the District, notwithstanding any other provision of the Contract Documents, which may be interpreted to the contrary. Should a change in the approved list become necessary in the opinion of the successful bidder, a written request shall be submitted to the District stating the reason for the change, and written approval of the District must be obtained before such change is made. This provision shall apply to work listed to be performed by the bidder as well as work listed to be performed by vendors or subcontractors.

By this requirement of a List of Subcontractors, the District does not establish any contractual relation between the District and any Subcontractor, nor will the District inquire into contractual or other relations of the bidder with any Subcontractor, nor does this list establish limits to the contracts between the bidder and any Subcontractor. The sole purpose and function of such requirement is set forth in the first sentence of the first paragraph of this section.

If prior to the signing of the Contract the District has a reasonable objection to any person or organization on the List of Subcontractors, the Consultant shall notify the apparent successful bidder in writing of such objection. Failure of the District to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization except in the case where a Subcontractor is later found not to be qualified by law.

If, prior to the signing of the Contract, regardless of whether the District has evidenced any intention to award the Contract to Contractor or not, the District has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization except where such refusal is a result of the failure of a Subcontractor to qualify by law, the apparent successful bidder may, prior to the signing, withdraw his bid without forfeiture of bid security. If the bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution before the actual contract signing, the District may, at his discretion, accept the increased bid price or he may disqualify the bid.

C. Bidder Certification By submission of this proposal, the bidder certifies that: (1) the bidder has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract; (2) the prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder.

D. Offer and Acceptance Form The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Bidder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

E. Bidder's Responsibility It shall be the bidder's responsibility to ensure compliance with this Invitation for Bid to include completion of all information as requested: inclusion of descriptive literature as required, compliance with all general conditions, provision of samples for evaluation within the specified time frame, and any other information or service which may be required for proper evaluation of BID response. Failure to comply with any requirement of this Invitation for Bid may result in rejection of response.

F. Form of Contract It shall be understood by the bidder and the District that the bid received is a signed agreement to furnish all goods and perform all services, including labor (if any), as stipulated in the documents, upon the award of the bid. The District may issue a numbered purchase order, which will serve as an additional Contractual Agreement with the successful bidder.

The two (2) documents (the original response bearing the signature of the bidder and the District's signed purchase order) become the forms of Contractual Agreement, agreeing to the performance of all conditions set forth in the solicitation, the standard conditions and special instructions and conditions, including any addenda issued by the solicitation.

If a firm submitting a bid requires that an additional contract be signed by the District, a copy of the proposed contract must be included with the bid. Proposed bidder contract documents will be reviewed by the District. A bidder's contract document shall not become part of the purchase contract unless and until it is signed by an authorized representative of the District. The District's contract documents shall govern in the event of conflict with the terms of a bidder's contract. No contract exists on the part of the District until a written purchase order is issued. A signed and executed Offer and Acceptance Form will be considered sufficient notice of acceptance of contract. The Contract may be modified only through a written Contract Amendment agreed to and signed by both parties.

G. Public Record Pursuant to Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1005), all bids shall be open for public inspection after contract award, except to the extent the bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the documents remain confidential. If the bidder designates a portion of their as confidential, bidder shall isolate and identify in writing the confidential portion(s) at the time of submission. The District shall make a determination prior to contract award on whether the designated information is confidential.

H. Withdrawal of Bids Any bid may be withdrawn by the bidder at any time prior to the date and time set for the bid opening. After the date and time set for bid opening, no bid may be withdrawn for a period of sixty (60) days, except as allowed in R7-2-1030.

I. Tax Requirements Do not include any Sales or Use Tax on individual items in this bid. Indicate the percent of tax to be charged by you on the Offer and Acceptance Page of this document. The District is not exempt from paying Sales and/or Use Tax. Use Tax will be paid on any item on which Sales Tax has not been paid. The District is exempt from paying Federal Excise Tax.

J. General Information Any formal written protest arising from the solicitation and/or award of this Invitation for Bid shall be filed with Angelie Hawley, Director of Finance, Catalina Foothills Unified School District No. 16, 2101 E. River Road, Tucson, AZ, the District Representative. Written protests relating to the initial solicitation must be filed with the District Representative prior to bid opening. All other protests must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. Contact with the District Representative may be made at (520) 209-7500 for the information required in the filing of a formal written protest pursuant to State Board of Education School District Procurement Rule R7-2-1142. Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195) can be found at http://www.azsos.gov/public_services/Title_07/7-02.htm#Article_10.

K. Bidder Certification By submission of this proposal, the bidder certifies that: (1) the bidder has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract; (2) the prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other offeror.

This Invitation for Bid is issued in accordance with the requirements of the Arizona Department of Education School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195). Any contract awarded as a result of this Invitation for Bid shall be governed by said rules.

The District reserves the right to accept or reject any bid, or any part thereof, unless specified otherwise, and to waive any minor informalities in any bid deemed by us to be in the best interest of the District.

The successful bidder shall be prepared to enter into a contract with the District within ten (10) days after notice of intent to award.

The successful bidder shall be responsible for all permits, fees or charges necessary and incidental to the lawful conduct of its business. The successful bidder shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the provision of services under the contract.

In the event of a conflict in the provisions of the contract as accepted by the District, the following order of precedence shall prevail: (1) Special Terms and Conditions, (2) Standard Terms and Conditions, (3) Specifications or Scope of Work, (4) Attachments and Exhibits, (5) Documents referenced or included in the solicitation.

UNIFORM TERMS & CONDITIONS

1. CONTRACT INTERPRETATION

- A. Arizona Law. The law of Arizona (without regard to conflict of law principles) applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. CONTRACT ADMINISTRATION AND OPERATION

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the District at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for

inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

3. COSTS AND PAYMENTS

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. I.R.S. W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal

year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

4. CONTRACT CHANGES

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The School District shall not unreasonably withhold approval.

5. RISK & LIABILITY

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. WARRANTIES

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for two years after acceptance by the School District of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quantity within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In

addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. SCHOOL DISTRICT'S CONTRACTUAL REMEDIES

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
 1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

8. CONTRACT TERMINATION

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District on demand.
 3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE

The intent of this Invitation for Bids is to solicit qualified firms to provide weatherization service of the exterior walls at Catalina Foothills High School, a multi-story facility of over 340,000 square feet of floor space. Buildings involved include all academic buildings, administration and performing arts facilities. Exterior masonry walls are to receive clear sealers while stucco and roof-side parapet walls are to be coated. New coping caps, sealants and several hollow metal window replacements are included in the scope of work.

A. Insurance

Bidder agrees to maintain such insurance as will fully protect Bidder and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to the District.

B. Safety

Bidder, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Bidder, its employees, its subcontractors, and/or other persons present. Bidder will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

2. APPROVAL OF EQUAL ITEMS OF EQUIPMENT AND/OR MATERIALS

Products are generally specified by reference standard and/or manufacturer's name and model number or trade name. When specified only by reference standard, the bidder may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the bidder has the option of using any product and manufacturer combination listed.

When a specific manufacturer, installer (where pre-qualification is required), trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the bidder desires to use other than that specified, he shall request approval of such substitution in the manner specified below:

Submittal Requirements: All requests shall contain sufficient information, descriptive brochures, drawings, performance and test data, samples or other data as is necessary for complete evaluation and shall indicate by direct comparison how the proposed substitution compares with the specified in every material respect with that specified. Each submittal shall be well marked and identified as to the type and kind of items proposed to be substituted. Submittals shall be accompanied by a written statement from the manufacturer or contractor on his letterhead certifying that the proposed substitution meets or exceeds that specified in all aspects and that it will coordinate properly with related construction. Any redesign necessitated by the substitution shall be paid for by the Contractor.

3. ACCEPTANCE OR REJECTION OF BIDS

Catalina Foothills Unified School District reserves the right to reject any or all bids and to waive any informalities in the Bids received. The award of the Contract, if made by the District, will be made to the responsible and qualified bidder submitting the lowest, but the District shall determine in its own discretion whether a bidder is responsible and qualified to perform the Contract, what is the lowest, and whether it is in the interest of the District to accept the bid

4. EVALUATION SCHEDULE

The bids will be initially evaluated for conforming to the requirements of the IFB, and then listed according to price.

5. AWARD BASIS

The Catalina Foothills Unified School District reserves the right to award the contract determined to be in the best interest of the District. Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the vendor's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the vendor's formal bid. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions. If a vendor receives a contract award and is unable to meet the services requirements or is unable to hold bid price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest bid.

6. BILLING

All invoices shall be submitted to the attention of: Accounts Payable, 2101 E. River Road, Tucson, AZ 85718. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Catalina Foothills Unified School District will refer to the IFB number of this Bid.

7. PRICE CLAUSE

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the Bid.

8. REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

9. CONTRACT CLAIMS

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

10. OFFSHORE PERFORMANCE

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

11. CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

12. TERRORISM COUNTRY DIVESTMENTS

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

13. FEDERAL IMMIGRATION AND NATIONALITY ACT

By submission of the offer, the Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees and that they have verified employment eligibility of each employee through the E-Verify program. The District may, at its sole discretion require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

14. FINGERPRINTING REQUIREMENTS

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. Alternately, the School District may fingerprint those persons or employees. A fingerprint check shall be made in accordance with A.R.S. 41-1750 and Public Law 92-5244 of all contractors, subcontractors or vendors and their employees except those who are not likely to have direct unsupervised contact with students, as determined by the School District. All costs associated with verification and any remedies are the sole responsibility of the contractor and any proposed subcontractor.

15. AWARD

It is expected that the award for this contract will be made in **May, 2018**. However, no commitment is made to this award date. The contract shall be awarded to the most advantageous offer to the District.

16. SUBMITTALS:

Submittals should be provided for the items listed in the contract documents.

17. BID REQUIREMENTS AND TIMELINE

One (1) Original bid plus one additional copy of your bid must be submitted. The Catalina Foothills Unified School District will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with **sectioned tabs**:

- i. Section 1

- ii. Acknowledgement of Amendment/Addendum
- iii. Request for Confidentiality of Proprietary Information, if needed (Price cannot be confidential)
- iv. Bid Cost Form
- v. Subcontractor List with Certificate/License numbers (separate sealed envelope)
- vi. Offer and Acceptance Form
- vii. Non-Collusion Form
- viii. W-9 Form
- ix. Certificate of Insurance
- x. Bid Bond Form

18. SOLICITATION TIMETABLE

Notice of IFB issued	March 29, 2018
Pre-Bid Meeting	April 12, 2018 @ 2:00 PM
Deadline Questions/Clarifications	April 13, 2018 @ 11:00 AM
Issuance of Final Amendment (if needed)	April 13, 2018
Bid Due Date	April 19, 2018 @ 2:00 PM
Final Approval by Governing Board	May 8, 2018 (Date subject to change)

SCOPE OF WORK

SCOPE OF WORK

Catalina Foothills High School is located at 4300 E Sunrise Drive, Tucson, AZ 85718. The project consists of a general weatherizing of the exterior walls at the Catalina Foothills High School, a multi-story campus of over 340,000 square feet of floor space. Buildings involved include all academic buildings, administration and performing arts facilities. Exterior masonry walls are to receive clear sealers while stucco and roof-side parapet walls are to be coated. New coping caps, sealants and several hollow metal window replacements are included in the scope of work.

PLEASE SEE PROJECT MANUAL FOR MORE INFORMATION

BID FORM

SEE PROJECT MANUAL

OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____%

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 99-4 and 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity.

This contract shall henceforth be referred to as Contract No. _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____ 20 _____

AUTHORIZED SIGNATURE

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CATALINA FOOTHILLS UNIFIED SCHOOL DISTRICT #16

2101 E. RIVER ROAD, TUCSON, AZ 85718
(520) 209-7500 (520) 209-7570 FAX WWW.CFSD16.ORG

**NO REPOSE FORM
IFB 18-09-19
CFHS WEATHERIZATION PROJECT**

If you do not wish to bid on this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the District's vendor listing. This form may be returned to the address listed below, or faxed to 520-209-7571. A "No" will be considered a response.

I am submitting a "No" at this time.

I cannot meet the product/service specifications as described in the solicitation due to: _____

I cannot meet the Terms and Conditions of the solicitation because: _____

I do not provide services of this nature.

Name of Company Proposing

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

**Please return this completed form to:
Catalina Foothills School District No. 16
Purchasing Vendor Registration
2101 E. River Road
Tucson, AZ 85718
FAX: 520-209-7571**